



Health Services
LOS ANGELES COUNTY

**Los Angeles County
Board of Supervisors**

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John F. Schunhoff, Ph.D.
Interim Director

Robert G. Splawn, M.D.
Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: 213-240-8101
Fax: 213-481-0503

www.dhs.lacounty.gov

*To improve health
through leadership,
service and education*



www.dhs.lacounty.gov

May 19, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL TO ACCEPT GRANT FROM THE STATE OF CALIFORNIA
TO THE LOS ANGELES COUNTY COLLEGE OF NURSING AND
ALLIED HEALTH FOR VIDEO CONFERENCING EQUIPMENT
(ALL SUPERVISORAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH
MODIFICATION () DISAPPROVE ()

SUBJECT

Request acceptance of a grant from the State of California, Labor and Workforce Development Agency under the Governor's California Nurse Education Initiative to purchase video conferencing equipment for the Los Angeles County College of Nursing and Allied Health.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Interim Director of Health Services, or his designee, delegated authority to sign and accept for an amount not to exceed \$200,000 grant from the State of California, Labor and Workforce Development Agency (LWDA) under the Governor's California Nurse Education Initiative (NEI) to benefit the Los Angeles County College of Nursing and Allied Health (CONAH), effective March 1, 2009 through March 31, 2010.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 9, 2009, the LWDA awarded pilot grants to seven public-private partnerships to expand the nursing education in California under the Governor's Task Force for the California NEI. These grants were awarded to existing nursing education programs to expand through distance education capacity in Registered Nurse (RN) programs. Approval

ADOPTED

**BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

30

MAY 19, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

of this action will allow Health Care Workforce Development Program (HCWDP) to purchase video conferencing equipment for 10 classrooms to expand the outreach to County nursing students enrolled throughout County facilities.

Implementation of Strategic Plan Goals

The recommended action support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The State grant is effective March 1, 2009 for an amount not to exceed \$200,000 for a one-time purchase of video conferencing. Funding is included in the Fiscal Year 2008-09 Final Budget.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

Department of Health Services (DHS) is recommending approval and acceptance of this grant from your Board to purchase video conferencing equipment to enhance and expand the nursing program, by outfitting ten rooms at the main CONAH campus, the campus of Olive View Medical Center and other DHS hospitals.

Quotes were solicited from three vendors, after detailed specifications were developed with the assistance from Information Resource Management. DHS will work closely with the Chief Executive Office, Chief Information Office and Internal Services Department to ensure that the video conferencing equipment and services purchased with the funds obtained through this grant are consistent with the strategic direction the County has identified relative to video conferencing technology. Further, all appropriate considerations will be given and accommodations made so performance of the County's Enterprise Network (EN) is not adversely impacted by the installation and use of the selected video conferencing equipment.

The objective for this grant from the State is to benefit and provide a distance learning educational alternative to students to participate in lectures from remote locations, including all the County hospital sites. The equipment will enable the students to receive lectures via video conferencing.

Attachment A is the Grant Management Statement for Grants of \$100,000 or more.

County Counsel has approved the attached Exhibit as to form and the County's Acting Chief Information Officer recommends approval of this request (see attached analysis.)

CONTRACTING PROCESS

Not applicable.

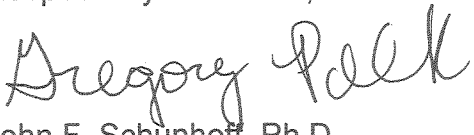
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval to accept this State grant will enable CONAH to provide additional nursing educational services to County nursing students to throughout DHS.

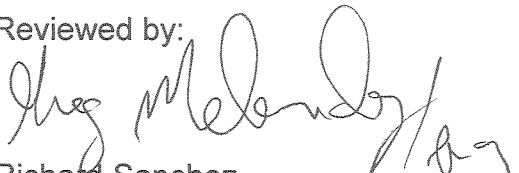
CONCLUSION

When approved, DHS requires three signed copies of your Board's action.

Respectfully submitted,


for John F. Schunhoff, Ph.D.
Interim Director of Health Services

Reviewed by:


Richard Sanchez
Interim Chief Information Officer

JFS: kke

Attachments (3)

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors
Director, Internal Services Department

**Los Angeles County Chief Executive Office
Grant Management Statement for Grants \$100,000 or More**

ATTACHMENT A

Department: Health Services

Grant Project Title and Description – Distance Education Project

One Time Video Conferencing Equipment Purchase – State of California WIA Subgrant Agreement for Los Angeles County College of Nursing and Health to enable distance learning.

Funding Agency

State of California, Labor and
Workforce Development
Agency

Program (Fed. Grant #/State Bill or Code #)

No. R974339

Grant Acceptance Deadline

ASAP

Total Amount of Grant Funding: \$200,000

County Match: None

Grant Period: 3/1/2009 – 3/31/2010

Begin Date: Board
Approval

End Date: 03/31/2010

Number of Personnel Hired Under This Grant:

Full Time: 0

Part Time: 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	N/A	Yes	No
Will all personnel hired for this program be placed on temporary ("N") items?	N/A	Yes	No
Is the County obligated to continue this program after the grant expires?	N/A	Yes	No
If the County is not obligated to continue this program after the grant expires, the Department will: N/A			
a.) Absorb the program cost without reducing other services	N/A	Yes	No
b.) Identify other revenue sources (describe below)	N/A	Yes	No
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	N/A	Yes	No

Impact of additional personnel on existing space:

Existing space is adequate to accommodate additional personnel.

N/A

Other requirements not mentioned above: Outcomes must show number of students who have participated in distance learning by March 31, 2010

FOR Department Head Signature

Gregory Poll

Date:

5/9/09

CIO ANALYSIS

REQUEST BY DEPARTMENT OF HEALTH SERVICES (DHS) FOR APPROVAL TO
ACCEPT GRANT FROM THE STATE OF CALIFORNIA TO THE LOS ANGELES COUNTY
COLLEGE OF NURSING AND ALLIED HEALTH (CONAH) FOR VIDEO CONFERENCING
EQUIPMENT

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☐ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☒ Other – Acceptance
of a Grant

New/Revised Contract Term: Base Term: NA # of Option Yrs NA

Contract Components:

☐ Software ☐ Hardware ☐ Telecommunications
☐ Professional Services

Project Executive Sponsor: John F. Schunhoff, Ph.D., Interim Director, Department of
Health Services

Budget Information :

Y-T-D Contract Expenditures	\$0
Requested Contract Amount	\$0
Aggregate Contract Amount	\$0

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? The grant is 100% State funded.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

Authorizes DHS to accept a \$200,000 grant from the State of California, Labor and Workforce Development Agency (LWDA) for the purchase of video conferencing equipment to benefit the Los Angeles County College of Nursing and Allied Health's (CONAH) nursing education programs. Approval of this action will allow Health Care Workforce Development Program (HCWDP) to purchase video conferencing equipment for 10 classrooms to expand the outreach to County nursing students enrolled throughout County facilities.

Background:

On February 9, 2009, LWDA awarded pilot grants to seven public-private partnerships to expand nursing education in California under the Governor's Task Force for the California NEI. These grants were awarded to existing nursing education programs, including CONAH, for the purchase of video conferencing equipment to expand their distance education capacity in Registered Nurse programs.

Project Justification/Benefits:

The acceptance of this grant will enhance and expand the County's nursing training program by outfitting ten rooms at various DHS facilities including the main CONAH campus, the campus of Olive View Medical Center and other DHS hospitals with video conferencing equipment to be used for training purposes. This equipment will provide for an educational alternative to nursing students to participate in lectures from remote locations who would otherwise have to travel long distances to receive training.

Project Metrics

The success of the purchase, installation and implementation of the video conferencing equipment funded under this grant can be measured by the increased amount of training that will be able to be accomplished.

Impact on Service Delivery or Department Operations, If Proposal Is Not Approved

If this grant is not accepted, the video conferencing equipment will not be purchased and installed, resulting in no positive changes to the current methods for training nursing students.

Alternatives Considered:

The only alternative is not to accept the grant being offered to CONAH and continue with the current methods for providing training to nursing students.

Project Risks:

None

Risk Mitigation Measures:

No risk mitigation measures are deemed necessary.

Financial Analysis:

The \$200,000 grant being offered is 100% offset by the State of California, Labor and Workforce Development Agency (LWDA) for the one-time purchase of video conferencing equipment. There are no Net County Costs resulting from the acceptance of this grant funding.

CIO Concerns:

The only concerns voiced by the CIO relate to the video conferencing equipment ultimately purchased with the grant funding and that it complies with the strategic direction the County has identified relative to video conferencing technology. CONAH has agreed to work with the CIO, CEO and ISD to ensure that the equipment purchased is in compliance with required County standards and that all appropriate considerations be given and accommodations made so performance of the County's Enterprise Network (EN) is not adversely impacted by the installation and use of the selected video conferencing equipment.

CIO Recommendations:

The CIO recommends approval of this request.

CIO APPROVAL

Date Received: April 27, 2009

Prepared by: Earl Bradley

Date: April 27, 2009

Approved: Greg Melon

Date: 4/28/2009



Patrick W. Henning
Director



Arnold Schwarzenegger
Governor

March 30, 2009

Diane Factor, Director
Los Angeles Health Care Workforce Development Program
500 South Virgil Avenue, Suite 200
Los Angeles, CA 90020

Ms. Factor:

**NEW PY 2008-09 WIA TITLE I SUBGRANT-IMMEDIATE ACTION
REQUIRED**

Enclosed is your new Workforce Investment Act (WIA) Subgrant Agreement for Program Year (PY) 2008-09. This initial subgrant agreement contains an amount from WIA 15 percent funds.

It is the responsibility of the above named designee to obtain the signatures for this organization. In order to implement this subgrant agreement, we need for you to review the enclosed materials immediately and take the actions listed below under Subgrant, Signatory Authority, Subgrantee Information, JTA and Banking Information.

Subgrant

1. Complete the following sections of the General Provisions, Exhibit BB, of the enclosed subgrant agreement:
 - a. Section 12.b). (1). (Page 7) "Notices to the Subgrantee will be addressed to:"
 - b. Section 20.m). (Page 13). "For the Subgrantee."
2. Make six copies of this agreement and obtain an original signature by the person(s) authorized to sign on the behalf of the Subgrantee on all seven documents.
3. Send all seven signed and completed agreement copies, with updated signatory authority and subgrantee information (see below), to the Workforce Services Division (WSD).

Ms. Factor
March 30, 2009
Page two

3. Send all seven signed and completed agreement copies, with updated signatory authority and subgrantee information (see below), to the Workforce Services Division (WSD).

Attention: Contracts Analyst
Financial Management Unit
Workforce Services Division
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001

Signatory Authority

With the seven copies of the agreement, send a clear copy of a current resolution providing signatory authority. Preferably, resolutions should authorize a designated position rather than a named individual.

Subgrantee Information

Updates of subgrantee information should be returned with the seven signed agreements. Two types of Subgrantee Information Forms are enclosed. MS Word versions of these forms and the instructions for completing them are accessible through the EDD website at www.edd.ca.gov under Workforce Investment Act Directive WIAD06-20, Organizational Information Change.

JTA and Banking Information

Also enclosed are a Job Training Automation System (JTA) Information Request Form (IRF) and a JTA System Banking Institution Information Form. MS Word versions of these forms and the instructions for completing them are accessible through the EDD website at www.edd.ca.gov under Workforce Investment Act Directive number WIAD04-14, Cash Request Handbook. These forms require yearly updates (as well as updates when changes occur in personnel or in banking information) and require the signature of the authorized representative. Send these forms to:

Attention: Gustavo Rodriguez
Cash Control Unit
Fiscal Programs Division, MIC 70
Employment Development Department
P.O. Box 826217
Sacramento, CA 94230-6217

Ms. Factor
March 30, 2009
Page three

It is important to promptly sign and return all documents to the addresses shown so processing can be completed and funds made available at the earliest possible date.

If you have any questions, please contact your program manager.

Sincerely,


 BOB HERMSMEIER
Chief
Workforce Services Division

Enclosures

cc: Denise Miller, MIC 50
Julie Martin, MIC 69

WIA SUBGRANT AGREEMENT

LA COUNTY DEPT OF HEALTH SVCS

REGISTRATION NO: R974339

MODIFICATION NO: NEW

SUBGRANTEE CODE: DHS

SUBGRANTOR: State of California
 Employment Development Dept.
 Workforce Services Division
 P.O. Box 826880, MIC 69
 Sacramento, CA 94280-0001

SUBGRANTEE: LA COUNTY DEPT OF HEALTH SVCS
 500 S. VIRGIL AVE, SUITE 200
 LOS ANGELES , CA 90020

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the LA COUNTY DEPT OF HEALTH SVCS, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart
 General Provisions and standards of Conduct
 Title I-A (TITLE I 15% ADULT SPEC PR)

Exhibit AA, pages 1 through 1
 Exhibit BB, pages 1 through 14
 Exhibit NN, pages 1 through 1

WIA 15% Funds - Distance Education:

Project Narrative	Exhibit CC	2 Pages
Budget - Line Item	Exhibit GG	1 Page
Budget - Equipment	Exhibit HH	1 Page
Benchmark Plan	Exhibit KK	1 Page

ALLOCATION(s):

The Subgrantor agrees to reimburse the Subgrantee
 not to exceed the amount listed hereinafter "TOTAL":

PRIOR AMOUNT:	\$0.00
INCREASE/DECREASE:	\$200,000.00
TOTAL:	\$200,000.00

TERMS OF AGREEMENT:

From 03/01/2009 to 03/31/2010

Terms of Exhibits are as
 designated on each exhibit

PURPOSE: To initiate a Program Year (PY) 2008-09 WIA subgrant agreement and incorporate \$200,000
 in WIA 15 percent funds for the Distance Education project into grant code 440.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

Name and Title
 BOB HERMSMEIER
 CHIEF
 WORKFORCE SERVICES DIVISION

Name and Title

I hereby certify that to my knowledge, the budgeted
 funds are available for the period and purpose of
 expenditures as stated herein:

This Agreement does not fall within the meaning of Section
 10295 of Chapter 2 of Part 2 of Division 2 of the Public
 Contract Code of the State of California and pursuant to
 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval
 of the Dept. of General Services and the Dept. of Finance:

Signature of EDD Accounting Officer

Signature of EDD Contract Officer

WIA
SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Exhibit AA
Page 1 of 1

SUBGRANTEE NAME: LA COUNTY DEPT OF HEALTH SVCS

SUBGRANT NO: R974339
MODIFICATION NO: NEW

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-A: WIA-ADULT				
98329 TITLE I 15% ADULT SPEC PR (440) DISTANCE EDUCATION : 03/01/2009 to 03/31/2010 Prog/Element 61/ 50 Ref 001 Fed Catlg 417258	\$0.00	\$200,000.00	\$0.00	\$200,000.00
TOTAL TITLE I-A	\$0.00	\$200,000.00	\$0.00	\$200,000.00
GRAND TOTAL:	\$0.00	\$200,000.00	\$0.00	\$200,000.00

1. Compliance

In performance of this subgrant agreement, Subgrantee will fully comply with:

- a). The provisions of the Workforce Investment Act (WIA) and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- b). All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIA.
- c). The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs.
- d). Subgrantee will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA. Subgrantee agrees to conform to the provisions of the WIA and the contract requirements as referenced in 29 CFR Part 95, Appendix A and 29 CFR, Part 97.36(i)(1-13).

This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Subgrantor and the Subgrantee. Subgrantee represents and warrants it is free to enter into and fully perform this subgrant agreement.

2. Certification/Assurances

Except as otherwise indicated, the following certifications apply to all Subgrantee's.

- a). Corporate Registration: The Subgrantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b). The Subgrantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq.
- c). Sectarian Activities: The Subgrantee certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d). National Labor Relations Board: The Subgrantee (if not a public entity), by signing this subgrant agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two-year period because of Subgrantee's failure to comply with an order of a federal court, which orders the Subgrantee to comply with an order of the National Labor Relations Board (PCC10296).
- e). Prior Findings: Subgrantee, by signing this subgrant agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- f). Drug-Free Workplace Certification: By signing this subgrant agreement the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - (1). Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (2). Establish a Drug-Free Awareness Program as required to inform employees about:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and,
 - penalties that may be imposed upon employees for drug abuse violations.
 - (3). Every employee who works on this subgrant agreement will:
 - receive a copy of the company's drug-free policy statement; and,
 - agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.
- g). Child Support Compliance Act: In accordance with the Child Support Compliance Act, the

Subgrantee recognizes and acknowledges:

- (1). The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
- h). Debarment and Suspension Certification: By signing this subgrant agreement, the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
 - (1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department or agency.
 - (2). Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - (3). Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
 - (4). Have not within a three year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Subgrantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

- i). Lobbying Restrictions: By signing this subgrant agreement the Subgrantee hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.
 - (1). No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (2). If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - (3). The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
 - (4). This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

j). Priority Hiring Considerations:

If this subgrant includes services in excess of \$200,000, the Subgrantee shall give priority consideration in filling vacancies in positions funded by the subgrant to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code 10353.

k). Sweatfree Code of Conduct:

- 1). All Subgrantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subgrantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - 2). The Subgrantee agrees to cooperate fully in providing reasonable access to the subgrantees' records, documents, agents or employees, or premises if reasonably required by authorized officials of the Subgrantor, the Department of Industrial Relations, or the Department of Justice to determine the subgrantees' compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.
- l). Unenforceable Provision: In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.
- m). Nondiscrimination Clause
- 1). The conduct of the parties to this subgrant agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIA, Section 188.
 - (a). As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements that grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
 - (b). This Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant agreement.
 - (c). This Subgrantee agrees to conform to nondiscrimination provisions of the WIA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.
- n). Indemnification:
- 1). The following provision applies only if the Subgrantee is a governmental entity:

Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.
 - 2). The following provision applies only if the Subgrantee is a non-governmental entity:

The Subgrantee agrees to the extent permitted by law, to indemnify, defend and save

harmless the Subgrantor, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subgrantee in the performance of this subgrant agreement.

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subgrantee may be ineligible for award of future state subgrants agreements/contracts if the department determines that any of the following has occurred:

- (1) false information on the certifications, or
- (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

o). Salary and Bonus Limitations:

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

p). Clean Air and Water Act:

For subgrants in excess of \$100,000, compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 {h}); Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR 15, revised as of July 1, 1989).

3. Standards of Conduct

The following standards apply to all Subgrantees.

- a). General Assurance: Every reasonable course of action will be taken by the Subgrantee in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This subgrant agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. Subgrantee agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 188.
- b). Avoidance of Conflict of Economic Interest: An executive or employee of the Subgrantee, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subgrantee or Subgrantor: Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

4. Coordination

Subgrantee will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other programs under the WIA, including the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

Subgrantee will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this subgrant agreement.

5. Subcontracting

- a). Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subgrantee will be evidenced by a written agreement specifying the terms and conditions of such performance.

- b). The Subgrantee will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c). The system for awarding contracts will contain safeguards to insure that the Subgrantee does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. Insurance

Except for city and county governmental entities, Subgrantees must provide the Subgrantor evidence of the coverage specified in a, b, c and d below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.

- a). Subgrantee will obtain a fidelity bond in an amount of not less than _____, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained.
- b). Subgrantee will provide general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
- c). Subgrantee will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
- d). Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.
- e). The Subgrantor will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in b and c above must contain the following clauses:
 - (1). Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subgrantee to:

Employment Development Department
WIA - Financial Management Unit
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001
 - (2). State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
 - (3). The State of California is not responsible for payment of premiums or assessments on this policy.

7. Resolution

A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual.

8. Funding

It is mutually understood between the parties that this subgrant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subgrant agreement was executed after that determination was made.

This subgrant agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program and; (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions,

limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.

- a). At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of this subgrant agreement will be immediately remitted to the Subgrantor, and no longer available to the Subgrantee.
- b). The Subgrantor retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subgrantee is given prompt notice and the opportunity for an informal review of the Subgrantor's decision. The Chief Deputy Director or his designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subgrantee or a Subcontractor of the Subgrantee to comply with the provisions of this subgrant agreement, or with the WIA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

9. Accounting and Cash Management

- a). Subgrantee will comply with controls, record keeping and fund accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subgrantee and disbursed by the Subgrantee, under this subgrant agreement.
- b). Subgrantee will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Subgrantor. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c). The Subgrantor retains the authority to adjust specific amounts of cash requested if the Subgrantor's records and subsequent verification with the Subgrantee indicate that the Subgrantee has an excessive amount of cash in its account.
- d). Income (including interest income) generated as a result of the receipt of WIA activities, will be utilized in accordance with policy and procedures established by the Subgrantor. Subgrantee will account for any such generated income separately.
- e). Subgrantee shall not be required to maintain a separate bank account but shall separately account for WIA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subgrantee for deposit in Subgrantee's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subgrantee. The Subgrantor will have a lien upon any balance of WIA funds in these accounts, which will take priority over all other liens or claims.

10. Amendments

This subgrant agreement may be unilaterally modified by the Subgrantor under the following circumstances:

- a). There is an increase or decrease in federal or state funding levels.
- b). A modification to the Subgrant is required in order to implement an adjustment to a Subgrantee's plan.
- c). Funds awarded the Subgrantee have not been expended in accordance with the schedule included in the approved Subgrantee's plan. After consultation with the Subgrantee, the Subgrantor has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Subgrantor.
- d). There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
- e). An amendment is required to change the Subgrantees' name as listed on this subgrant agreement. Upon receipt of legal documentation of the name change the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

Except as provided above, this subgrant agreement may be amended only in writing by the mutual agreement of both parties.

11. Reporting

Subgrantee will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the Subgrantor. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

12. Termination

This subgrant agreement may be terminated in whole or in part for either of the two following circumstances:

- a). Termination for Convenience - Either the Subgrantor or the Subgrantee may request a termination, in whole or in part, for convenience. The Subgrantee will give a ninety- (90) calendar-day advance notice in writing to the Subgrantor. The Subgrantor will give a ninety (90) calendar-day advance notice in writing to the Subgrantee.
- b). Termination for Cause - The Subgrantor may terminate this subgrant agreement in whole or in part when it has determined that the Subgrantee has substantially violated a specific provision of the WIA regulations or implementing state legislation and corrective action has not been taken.
 - (1). All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the Subgrantee will be addressed to:

Diane Factor, Director
L.A. Health Care Workforce Development Program
500 So. Virgil Avenue, Suite 200
Los Angeles, CA 90020

Notices to the Subgrantor will be addressed to:

Employment Development Department
Workforce Services Division
Financial Management Unit
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001

13. Records

- a). If participants are served under this subgrant agreement, the Subgrantee will establish a participant data system as prescribed by the Subgrantor.
- b). Subgrantee will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subgrantee will retain the records until the resolution of such litigation or audit.
Refer to 29 CFR, Part 97.42(b)(2) or 29 CFR, Part 95.53(b)(1).
- c). The Subgrantor and/or the U. S. DOL, or their designee (refer to 29 CFR, Part 95.48(d) or 29 CFR Part 97.36(i)(10)) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subgrantee shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subgrantee shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subgrantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Subgrantor of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

- a). The Subgrantee will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements of OMB (single audit or program-specific audit requirement) Circular A-133 (29 CFR 97.26 and 29 CFR 95.26).
- b). The Subgrantee and/or auditors performing monitoring or audits of the Subgrantee or its

WIA SUBGRANT AGREEMENT

Subgrantee: LA COUNTY DEPT OF HEALTH SVCS

Exhibit BB
Page 8 of 14
SUBGRANT NO: R974339
MODIFICATION NO: NEW

sub-contracting service providers will immediately report to the Subgrantor any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIA, or its regulations.

15. Disallowed Costs

Except to the extent that the state determines it will assume liability, the Subgrantee will be liable for and will repay, to the Subgrantor, any amounts expended under this subgrant agreement found not to be in accordance with WIA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIA.

16. Conflicts

- a). Subgrantee will cooperate in the resolution of any conflict with the U. S. DOL that may occur from the activities funded under this agreement.
- b). In the event of a dispute between the Subgrantor and the Subgrantee over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Subgrantor and the Subgrantee. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

17. Grievances and Complaint System

Subgrantee will establish and maintain a grievance and complaint procedure in compliance with the WIA, federal regulations and state statutes, regulations and policy.

18. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Subgrantee under this subgrant agreement, will be disposed of in accordance with the direction of the Subgrantor. In addition, any tools and/or equipment furnished to the Subgrantee by the Subgrantor and/or purchased by the Subgrantee with funds pursuant to this subgrant agreement will be limited to use within the activities outlined in this subgrant agreement and will remain the property of the United States Government and/or the Subgrantor. Upon termination of this subgrant agreement, Subgrantee will immediately return such tools and/or equipment to the Subgrantor or dispose of them in accordance with the direction of the Subgrantor.

19. Intellectual Property Provisions

a). Federal Funding

In any subgrant funded in whole or in part by the federal government, Subgrantor may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

b). Ownership

- (1). Except where Subgrantor has agreed in a signed writing to accept a license, Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
 - (2). For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- (a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation

cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

- (3). In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subgrantee may access and utilize certain of Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor, Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.
 - (4). Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.
 - (5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
 - (6). Subgrantee further agrees to assist and cooperate with Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.
- c). Retained Rights / License Rights
- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subgrantee hereby grants to Subgrantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/performance, distribute, and dispose of Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.
 - (2). Nothing in this provision shall restrict, limit, or otherwise prevent Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subgrantee's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Subgrantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.
- d). Copyright
- (1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of each person utilized by Subgrantee in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subgrantee or that person has entered into an agreement with Subgrantee to perform the

work. Subgrantee shall enter into a written agreement with any such person that:
(i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Subgrantor to any work product made, conceived, derived from or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. Refer to 29 CFR, Part 95, Appenix A 5 or Part 97.34.

- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Subgrantor.

e). Patent Rights

With respect to inventions (refer to 29 CFR, 97.36(i)(8)) made by Subgrantee in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrant's scope of work, Subgrantee hereby grants to Subgrantor a license as described under paragraph nineteen c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the subgrant agreement's scope of work, then Subgrantee agrees to assign to Subgrantor, without addition compensation, all its right, title and interest in and to such inventions and to assist Subgrantor in securing United States and foreign patents with respect thereto.

f). Third-Party Intellectual Property

Except as provided herein, Subgrantee agrees that its performance of this subgrant agreement shall not be dependent upon or include any Intellectual Property of Subgrantee or third party without first: (i) obtaining Subgrantor's prior written approval; and (ii) granting to or obtaining for Subgrantor's, without additional compensation, a license, as described in paragraph nineteen c), for any of Subgrantee's or third-party's Intellectual Property in existence prior to the effective date of this subgrant agreement. If such a license upon these terms is unattainable, and Subgrantor determines that the Intellectual Property should be included in or is required for Subgrantee's performance of this subgrant agreement, Subgrantee shall obtain a license under terms acceptable to Subgrantor.

g). Warranties

(1). Subgrantee represents and warrants that:

- (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
- (b). Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee.
- (c). Neither Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (d). It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e). Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- (f). It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Subgrantor in this subgrant agreement.
- (g). It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h). It has no knowledge of any outstanding claims, licenses or other charges, liens, or

encumbrances of any kind or nature whatsoever that could affect in any way Subgrantee's performance of this subgrant agreement.

- (2). SUBGRANTOR MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS SUBGRANT AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

h). Intellectual Property Indemnity

- (1). Subgrantee shall indemnify, defend and hold harmless Subgrantor and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Subgrantee is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subgrantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Subgrantor's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this subgrant agreement. Subgrantor reserves the right to participate in and/or control, at Subgrantee's expense, any such infringement action brought against Subgrantor.
- (2). Should any Intellectual Property licensed by the Subgrantee to Subgrantor under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subgrantee will exercise its authority reasonably and in good faith to preserve Subgrantor's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Subgrantor. Subgrantor shall have the right to monitor and appear through its own counsel (at Subgrantee's expense) in any such claim or action. In the defense or settlement of the claim, Subgrantee may obtain the right for Subgrantor to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Subgrantor may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3). Subgrantee agrees that damages alone would be inadequate to compensate Subgrantor for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges Subgrantor would suffer irreparable harm in the event of such breach and agrees Subgrantor shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i). Survival

The provisions set forth herein shall survive any termination or expiration of this subgrant agreement or any project schedule.

20. Confidentiality Requirements

The State of California and the Subgrantee will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and information about specific clients receiving services. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, the Department of Alcohol and Drug Programs, and individuals requesting program services.

The Subgrantor and Subgrantee agree that:

- a). Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b). Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c). The Subgrantee agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
 - i. Aggregate Summaries: All reports and/or publications developed by the Subgrantee based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - ii. Publication: Prior to publication, Subgrantee shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - iii. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d). Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or to the public.
- e). The Subgrantee shall notify Subgrantor's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information Security Incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subgrantee shall cooperate with the Subgrantor in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the Subgrantee learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subgrantee must provide notification to individuals pursuant to Civil Code section 1798.82.
- f). The Subgrantee shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g). At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h). Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- i). Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j). Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- k). If the Subgrantor or Subgrantee enters into an agreement with a third party to provide WIA services, the Subgrantor or Subgrantee agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

- 1). The Subgrantee may, in its operation of the One-Stops, permit a One-Stop Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls in CalJOBS. Subgrantee shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 19 of this Subgrant, the confidentiality requirements of paragraph 20 of this Subgrant and any other terms of this Subgrant that may be applicable. In addition, the following requirements must be included in the subcontracts:
 - (1) All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the subgrantee, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with 29 Code of Federal Regulations 97.42, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The subgrantee should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. (29 CFR sec. 97.42(b)(2).)
 - (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
 - (3) A One-Stop client must still be given the option to use the One-Stop's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly, and immediately communicated to the client upon registration within the One-Stop or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the One-Stop Operator.
 - (4) The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the clients seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 - (5) When the Subgrantor modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subgrantee. The Subgrantee shall be responsible to communicate such changes to the One-Stop Operator(s) in the local area.
- m). Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE SUBGRANTOR

Name: Elizabeth J. Clingman
Title: Section Manager
Address: P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001
Telephone: (916) 654-9699
Fax: (916) 654-9586

FOR THE SUBGRANTEE

Name:
Title: Joe Ralston
Telephone: Data Systems Manager
Fax: (213) 639-2225
(213) 380-4142

Subgrantee: LA COUNTY DEPT OF HEALTH SVCS

WIA SUBGRANT AGREEMENT

Exhibit BB
Page 14 of 14
SUBGRANT NO: R974339
MODIFICATION NO: NEW

21. Signatures

This subgrant agreement is of no force and effect until signed by both of the parties hereto.
Subgrantee will not commence performance prior to the beginning of this subgrant agreement.

Revised October 2007

DIRECTIVE

WORKFORCE INVESTMENT ACT

Number: WIAD04-14

Date: February 22, 2005
69:199:pc:8612

TO: WORKFORCE DEVELOPMENT COMMUNITY

SUBJECT: CASH REQUEST HANDBOOK

EXECUTIVE SUMMARY:

Purpose:

The purpose of this directive is to provide guidance to any Local Workforce Investment Area (LWIA) or subgrantee with a contract funded through the Workforce Investment Act (WIA) who needs cash to pay for expenditures incurred against their contract. Hereafter, all references made to LWIAs and subgrantees will be referred to as subrecipients.

This directive eliminates obsolete references to programs that have ended and also provides detail on the cash request process whether using the State's on-line automated system, or making the request through a manual process.

Scope:

This directive applies to all subrecipients of WIA funds.

Effective Date:

This directive is effective on date of issue.

REFERENCES:

- WIA Section 159(2), Section 184(a) (1)
- Title 29 Code of Federal Regulations (CFR) Part 97.21: Governmental Agencies
- Title 29 CFR Part 95.22: Hospitals, Non-Profits, Educational Institutions
- One-Stop Comprehensive Financial Management Technical Assistance Guide (TAG), Chapter II-2 and 6

STATE-IMPOSED REQUIREMENTS:

This directive contains some State-imposed requirements. These requirements are indicated by ***bold, italic*** type.

EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Special requests for services, aids, and/or special formats need to be made by calling (916) 654-8055 (Voice). TTY users, please call the California Relay Service at 711.

FILING INSTRUCTIONS:

This directive replaces WIA Information Bulletin WIAB01-5, dated July 9, 2001, and finalizes WIA Draft Directive WIADD-86, issued for comment on January 11, 2005. Retain this directive until further notice.

BACKGROUND:

The purpose of the Cash Request Handbook is to provide instructions to any subrecipient of WIA funds, who has entered into a binding contract with the Employment Development Department (EDD), and needs cash to meet their expenditures for the WIA program. This handbook will provide information needed to order cash using the EDD automated Job Training Automation (JTA) system. The handbook will also address the process to follow when entities must manually order cash using a hard copy request form.

POLICY AND PROCEDURES:

This handbook contains various forms and instructions. *All subrecipients are responsible for ensuring compliance with the requirements contained within the handbook. All subrecipients of WIA funds must have an Information Request Form (IRF) on file with the Department's Fiscal Programs Division prior to any cash request being made or processed.* See page 4 of the attached handbook for further information on the IRF.

All subrecipients must monitor their cash draws to ensure their account does not reflect an "excess cash" balance. The "excess cash" flag is generated by the JTA whenever an entity requesting cash does not update the "cash disbursed" fields. Failure to update the "cash disbursed" field may cause the denial of a cash request.

ACTION:

Bring this directive to the attention of all appropriate staff and subrecipients.

INQUIRIES:

Please direct questions about this directive to Carol Keane, Analyst, Financial Management Unit, at (916) 657-3545.

/S/ BOB HERMSMEIER
Chief
Workforce Investment Division

Attachment is available on the Internet:

[WIA Job Training Automation System Cash Request Handbook \(118k\) \(PDF\)](#)

**JOB TRAINING AUTOMATION SYSTEM
INFORMATION REQUEST FORM**

To: Cash Control Unit
Fiscal Programs Division, MIC 70
Employment Development Department
P.O. Box 826217
Sacramento, CA 94230-6217

Facsimile: (916) 654-7537
Telephone: (916) 654-7868

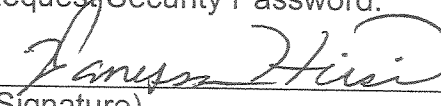
From: Subgrantee Code (3-letters): DHS

Subgrant Recipient (Entity Name): TREASURER, COUNTY OF LOS ANGELES

☒ WIA ☐ Wagner-Peyser ☐ Other _____
(Only check one box. A separate form must be completed for each Program.)

1. Name of Person Responsible for Cash Request Security Password:

VANESSA HIRSI
(Print Name)


(Signature)

2. Mailing Address:

500 SO. VIRGIL AVE., SUITE 200

LOS ANGELES, CA 90020

3. Person(s) authorized to access both the **Cash** screen and the **Financial/Expenditure** screen: (If additional space is required, please attach a separate sheet)

Name:

ZENAIDA ANCHETA

Signature:



Telephone Number

(213) 639-2255

Name:

BORYANA ROLFE

Signature:



Telephone Number

(213) 639-2231

4. Person(s) authorized to access the **Cash** screens **ONLY**:
(If additional space is required, please attach a separate sheet)

Name:

Signature:

Telephone Number

Name:

Signature:

Telephone Number

5. Person(s) authorized to access the **Financial/Expenditure** screens **ONLY**:
(If additional space is required, please attach a separate sheet)

Name: _____	Signature: _____	Telephone Number _____
Name: _____	Signature: _____	Telephone Number _____

6. The personnel contact who can answer questions regarding the cash requests:
(If additional space is required, please attach a separate sheet)

Print Name VANESSA HIRSI	Telephone Number (213) 639-2244
Print Name ZENaida ANCHETA	Telephone Number (213) 639-2255

7. ☐ Please check this box if there are no banking changes at this time. If there are ANY bank changes, please refer to Appendix 3, the JTA Banking Institution Information Form.

Signature of Authorized Representative: _____

Print First and Last Name: _____

Date: _____

**JOB TRAINING AUTOMATION SYSTEM
BANKING INSTITUTION INFORMATION FORM**
****HIGHLY CONFIDENTIAL****

To: Cash Control Unit
Fiscal Programs Division, MIC 70
Employment Development Department
P.O. Box 826217
Sacramento, CA 94230-6217

Facsimile: (916) 654-7537
Telephone: (916) 654-7868

Regional Advisors, Project Managers and anyone NOT in the Employment Development Department/Fiscal Programs Division, MUST NOT have access nor retain a copy of this form. Each Subgrantee must mail directly to the Cash Control Unit.

From: Subgrantee Code (3-letters): DHS

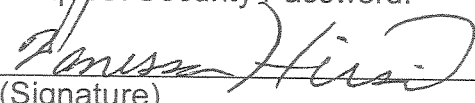
Subgrant Recipient (Entity Name): TREASURER, COUNTY OF LOS ANGELES

☒ WIA ☐ Wagner-Peyser ☐ Other _____

(Only check one box. A separate form must be completed for each Program.)

1. Name of Person Responsible for Cash Request Security Password:

VANESSA HIRSI
(Print Name)


(Signature)

2. Mailing Address:

500 SO. VIRGIL AVE., SUITE 200

LOS ANGELES, CA 90020

3. Please indicate the method of funding that you prefer to use by checking one of the below:

- a. ☐ Inter-Branch Deposits (Bank of America [BoFA] accounts ONLY) (refer to # 4)
- b. ☐ Wire Transfer (Any banking institution other than BoFA) (refer to # 4)
- c. ☒ U.S. Mail Delivery (refer to # 5)
- d. ☐ Direct Pickup at 722 Capitol Mall, Sacramento, CA, Room 6099 (refer to # 6)

4. For inter-branch deposits or electronic wire transfers (refer to #'s "1a" and "1b"), complete this section. Please deposit all funds related to the above subgrantee into the following bank account:

Bank Name: _____ Bank Telephone: _____
Address: _____
Bank Account Name: _____
Branch Number: _____ Account Number: _____
ABA Routing Number: _____

5. For U.S. Mail Delivery of State warrants (refer to # "1c"), complete this section only if the address is different than that provided in the mailing address section.

Please send all related warrants to the above subgrantee to the following address:

LOS ANGELES COUNTY TREASURER

C/O HEALTH SERVICES ADMINISTRATION- WDP

P.O. BOX 1859, SACRAMENTO, CA 95812

6. For direct pick-up of State warrants (refer to # "1d"), complete this section.

Please release all funds related to the above subgrantee to the following person and/or alternate. (If additional space is required, please attach a separate sheet)

Name:	Signature:	Telephone Number
_____	_____	_____

Name:	Signature:	Telephone Number
_____	_____	_____

Signature of Authorized Representative: _____

Print First and Last Name: _____

Date: _____

WIA PROJECT NARRATIVE

Subgrantee:	Los Angeles County College of Nursing and Allied Health	Subgrant number:	
Initial Plan	<input checked="" type="checkbox"/> Modification <input type="checkbox"/>	Mod. Number:	
		Project Number:	2971

I. Funding Category:

- | | |
|---|---|
| <input type="checkbox"/> Growth Industries | <input type="checkbox"/> Industries with Statewide Need |
| <input type="checkbox"/> Removing Barriers | <input type="checkbox"/> Veterans |
| <input checked="" type="checkbox"/> Other: Critical Shortage Industries | |

Purpose:

To build a network of videoconferencing capability to expand the capacity of existing Los Angeles County College of Nursing and Allied Health nursing facility to teach more registered nurse students at satellite and hospital campuses in the County of Los Angeles Department of Health Services (LACDHS).

Background:

Since its founding in 1895, the Los Angeles College of Nursing and Allied Health (CONAH) with more than 7000 graduates has played a pivotal role in educating Registered Nurses for the region's medically underserved population. The School of Nursing is approved by the California Board of Registered Nursing and the College is accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges. CONAH is located on the premises of Los Angeles County + University of Southern California Medical Center in East Los Angeles. This hospital, with approximately 8,000 employees, is the pillar of the County of Los Angeles' public health care system. These facilities are the primary source of medical care for the County's uninsured and poor residents.

CONAH has just opened a satellite campus in the northern County community of Sylmar next to Olive View Medical Center, one of the four County hospitals. This campus is 28 miles from the main CONAH campus, and cuts through a heavily congested traffic corridor. CONAH received a three million dollar grant from LA Care Health Plan which is funding the operation of the satellite campus. In the first year, 2009, approximately one million grant funds are designated for staff, library and office/classroom equipment.

The nursing program offers a two-year associate degree of nursing program and a one-year LVN-RN advanced placement option. The curriculum couples accredited didactic coursework with extensive clinical practice in the LACDHS hospitals. Nursing students have access to CONAH's clinical practice laboratory and to clinical experiences at LAC+USC Medical Center, Olive View / UCLA Medical Center, and other LADHS facilities. The CONAH program offers more direct experience working with the medically underserved patients than almost any nursing program in the State. Between 2005 and 2007, 47% (244) of the graduates from CONAH have been hired by LACDHS with the majority choosing employment at the LAC+USC

Medical Center. CONAH enrolls approximately 170 students at the main campus per year, and graduates approximately 130 per year.

Objective:

In 2009, approximately 74 additional students at the Olive View campus will benefit from videoconferencing with faculty at the East Los Angeles campus: 14 students starting Spring 2009, 40 additional summer school students, and 20 main campus students doing their clinical instruction at the Olive View hospital. Faculty based at Olive View will also provide lecture via video conferencing to approximately 150 students based at the main campus and at five County facilities. Seven sites will have videoconferencing capability: two college sites, and five County facilities in South Los Angeles, and in High Desert.

Budget:

Based on estimates provided by Providea, Inc. the cost to equip seven rooms with video conferencing capability is \$259,227.00. The Proposal is attached.

Matching funds from LA Care Health Plan grant that could be applied to this grant for 2009 include \$312,928 for Library and Office/Classroom Equipment, and \$771,461 for College Personnel Salary and Employee Benefits, and \$2,500 for a Nursing Library Online Webpage.

Timeline:

After receipt of grant funding, County Information Technology personnel approximate two months to obtain the equipment and to set up the sites. Classroom instruction is scheduled for every month of 2009, so as soon as the equipment is activated it will be utilized.

**Project Budget Plan
Single Fund Source and Cash Match**

Exhibit GG

Subgrantee: <u>Los Angeles County College of Nursing and Allied Health</u>		Subgrant Num. _____
Project Term: Begin Date <u>3/1/2009</u>	End Date <u>3/31/2010</u>	Project Num. <u>2971</u>
Initial Plan <input checked="" type="checkbox"/>	Modification <input type="checkbox"/>	Mod Number: _____

Budget Detail	Planned Budget		
	WIA 15 Percent	Non-WIA Cash/Inkind Match	Total
A. Staff Salaries		\$771,461.00	\$771,461.00
B. Number of full-time equivalents: _____			
C. Staff Benefits		*	\$0.00
D. Staff Benefit Rate (percent) _____%			
E. Staff Travel			\$0.00
F. Operating Expenses (communications, facilities, utilities, maintenance, web page, consumable supplies, audit, etc.)		\$313,428.00	\$313,428.00
G. Furniture and Equipment			\$0.00
1. Small Purchase (unit cost is less than \$5,000 such as computers, desks etc.)			\$0.00
2. Equipment Purchase (unit cost is more than \$5,000 and useful life is more than one year.) Complete Supplemental Budget Form	\$200,000.00		\$200,000.00
3. Lease			\$0.00
H. Consumable Testing and Instructional Materials			\$0.00
I. Tuition Payments/Vouchers			\$0.00
J. On-the-Job Training			\$0.00
K. Participant Wages and Fringe Benefits			\$0.00
L. Participant Support Services			\$0.00
M. Job Retention Services			\$0.00
N. Contractual Services (Complete Supplemental Budget Form)			\$0.00
O. Indirect Costs*(complete items 1 and 2 below)			\$0.00
P. Other (describe):			\$0.00
Q. Total Funding	\$200,000.00	\$1,084,889.00	\$1,284,889.00

* Salaries and fringe included

*Indirect Costs

1. Indirect Cost Rate (percent)	
2. Name of Cognizant Agency:	

WIA Supplemental Budget Form

Subgrantee: <u>Los Angeles County College of Nursing and Allied Health</u>	Subgrant number: _____
Initial Plan <input checked="" type="checkbox"/> Modification <input type="checkbox"/> Mod. Number: _____	Project Number: <u>2971</u>

I. Equipment

Equipment Item Description*	Quantity	Total Cost	Percent Charged to Project	Total Cost Charged to Project
RMX 1000		\$37,145	100	\$37,145
HDX 8002 XL-Single display		\$22,775	100	\$22,775
HDX 8002 XL-Dual displays		\$222,082		\$222,082

*List equipment items having a useful life of more than one year with a unit acquisition cost of \$5,000 or more being charged to this project. In accordance with WIA Directive WIAD03-9, all equipment purchases must have prior approval from EDD. The approval of the budget plan contained in this subgrant does not constitute approval of the equipment request. **A separate request to purchase equipment must be submitted for approval by the state.**

II. Contractual Services*

Contractual Services Description—Type of Service	Cost	Service Provider If Known
None		
Total		

*All contractual services must be competitively procured in accordance with federal and state procurement regulations and policies. See WIA Directive WIAD00-2.

Project Number: 2971

Page 1 of 1

EXHIBIT COVER SHEET

SUBGRANT NO: R974339
MODIFICATION NO: 00

EXHIBIT NN
Page 1 OF 1

SUBGRANTEE: LA COUNTY DEPT OF HEALTH SVCS
FUNDING SOURCE: NURSE ED INITIATIVE MISC. 440

TERM OF THESE FUNDS: 03/01/2009 TO: 03/31/2010

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

This action is taken to initiate the Los Angeles County Department of Health Services Distance Education project by incorporating \$200,000 of WIA 15 percent funds into this subgrant for the term of March 1, 2009 to March 31, 2010.

This project will build a network of videoconferencing capability of existing Los Angeles County College of Nursing and Allied Health nursing facility to teach more registered nurse students at satellite and hospital campuses in the County of Los Angeles Department of Health Services.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

DIRECTIVE

WORKFORCE INVESTMENT ACT

Number: WIAD06-20

Date: June 27, 2007

69:130:me:10631

TO: WORKFORCE DEVELOPMENT COMMUNITY

SUBJECT: ORGANIZATIONAL INFORMATION CHANGE

EXECUTIVE SUMMARY:

Purpose:

This directive provides guidance to all recipients of Workforce Investment Act (WIA) funding that make a change to their organizational information.

Scope:

This directive requires that any recipient of WIA funds must provide documentation for organizational changes to a central point of contact within the Workforce Services Division (WSD).

Effective Date:

This directive is effective immediately.

REFERENCES:

None

STATE-IMPOSED REQUIREMENTS:

This directive contains some State-imposed requirements that are shown in ***bold, italic*** type. State instructions provide the process for submittal of all organizational changes.

FILING INSTRUCTIONS:

This directive supersedes WIA Directive WIAD06-1, dated July 18, 2006, and finalizes WIA Draft Directive WIADD-140, issued for comment on April 6, 2007. The Workforce Services Division received ten (10) comments during the draft comment period; the comments received did not result in any substantive changes to this directive. However, this directive incorporates changes that are viewed as highlighted text. The highlighted text will remain on the Internet for 30 days from the issuance date. Retain this directive until further notice.

EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Special requests for services, aids, and/or special formats need to be made by calling (916) 654-8055 (Voice). TTY users, please call the California Relay Service at 711.

BACKGROUND:

The subgrant is the vehicle by which the State provides funding to all recipients. In turn, the recipients are responsible for ensuring the State has the most current information for each of their organizations. Having the most current information enables the State to execute contracts, disseminate information and disburse funds with the least amount of delay. In the past, the Workforce Services Division (WSD) has received requests to update or change organizational information through various channels. This method created problems in maintaining accuracy in databases used for the dissemination of information. To eliminate those problems, the WSD is establishing a single point of contact within WSD to be responsible for reviewing and processing any organizational change submitted by any funding recipient.

POLICY AND PROCEDURES:

All recipients of WIA funds must provide the name and e-mail address of an Administrator Alternate and must submit all changes to their organizational information to the WSD Financial Management Unit. Organizational changes have been divided into two types.

Type 1 Changes:

Organizational changes for the following must be submitted on official letterhead stationery and must be signed by the appropriate Chief Elected Official, Chief Administrator, or Chief Executive Officer representing the organization. These changes will be accepted in hard copy by U.S. mail only.

- Local Workforce Investment Area (LWIA) and Community Based Organization (CBO) Subgrantee name changes.
- LWIA and CBO Subgrantee Administrator, Administrator Alternate, Local Workforce Investment Board Chair, Chief Elected Official/Executive name change and any changes to office telephone/e-mail/fax numbers for the above parties.
- LWIA and CBO site and mailing address changes.

Type 2 Changes:

Organizational changes for the following must be submitted by one of the parties affected by the change or the designated representative for the organization. These changes will be accepted by e-mail or fax.

- Management Information System (MIS) Administrator and/or Alternate name, address, telephone, e-mail or fax number changes.
- Fiscal Administrator and/or Alternate name, address, telephone, e-mail or fax number changes.
- Rapid Response Coordinator name, address, telephone, e-mail or fax number changes.

For changes in a LWIA's Equal Opportunity Office, refer to the Workforce Investment Act Directive WIAD01-21, *Nondiscrimination and Equal Opportunity Procedures*, dated June 25, 2002.

The attached Subgrantee Information Change Forms are optional and may be used to request either type of organizational changes. These forms are linked as attachments to this directive.

Documentation for Type 1 Changes will be accepted by mail only and must be accompanied by officially signed letterhead. When using the Type 1 Change form, the entity name and only the areas where changes have occurred need to be completed. Submission for Type 1 Changes are to be mailed to:

Attn: Contracts Analyst
Financial Management Unit, MIC 69
Workforce Services Division
Employment Development Department
P.O. Box 826880
Sacramento, CA 94280-0001

Type 2 Changes may be mailed to the address stated above or submitted by fax to the Financial Management Unit, Attn. Contracts Analyst at (916) 654-8060 or by e-mail to Esperanza Reardan at ereardan@edd.ca.gov. Although only the areas on the form where changes have occurred need to be completed, the entity name **must** be completed.

WSD Publications

Directives, information bulletins, and other workforce information are posted on EDD's Web site. The WSD disseminates these documents to the Workforce Development Community through an e-mail subscription service. When new information is posted on the Internet, the WSD pagemaster e-mails a "Workforce Development New Web Item" notification to the Workforce Development Community. To automatically receive this notification service subscribe at www.edd.ca.gov/About_EDD/Get_Email_Notices.htm.

Using the e-mail subscription address referenced above to change an e-mail address, first unsubscribe the old e-mail address and then subscribe to the new e-mail address. To delete an e-mail address only, just unsubscribe. These changes will affect the e-mail subscription service that notifies the Workforce Development Community.

ACTION:

Bring this directive to the attention of appropriate staff.

INQUIRIES:

Please direct inquiries regarding this directive to the Financial Management Unit at (916) 653-0521.

/S/ BOB HERMSMEIER
Chief
Workforce Services Division

Attachments

Subgrantee Information Change Form – Type 1

LWIA ☐

Non-LWIA ☒

Entity Name		Entity Site Address	
Los Angeles County College of Nursing and Allied Health		1237 N. Mission St Los Angeles, CA 90033	
Entity Internet Address		Entity Mailing Address	
www.hcwpd.org		500 S. Virgil Ave, Suite 200 Los Angeles, CA 90020	
Entity Director/Administrator			
Salutation	First	MI	Last
Ms.	Nancy		Miller
		Title	
		RN, EdD (Provost)	
Address		1237 N. Mission St., Los Angeles, CA 90033	
Phone 323-226-6509		Fax 323-226-6343	E-Mail Address nmiller@dhs.lacounty.gov
Main Public Phone 323-226-6302			

Entity Director/Administrator Alternate			
Salutation	First	MI	Last
Mr	Jeffrey		Anderson
		Title	
		Clinical Nursing Instructor	
Address		14445 Olive View Dr., Sylmar, CA 91342	
Phone 818-364-3982		Fax 323-226-6422	E-Mail Address jeanderson@dhs.lacounty.gov

LWIA Only:			
Local Workforce Investment Board Chair			
Salutation	First	MI	Last
	Not Applicable		
Board Name			
Address			
Phone		Fax	E-Mail Address

Chief Elected Official			
Salutation	First	MI	Last
	Not Applicable		
Title			
Organization Name			
Address			
Phone		Fax	E-Mail Address

Please check applicable entity type:

Government Entity ☒
 State Agency ☐
 Private Entity ☐

Signature _____

Date _____

Subgrantee Information Change Form – Type 2

Entity Name (required for database identification)	
County of Los Angeles - Department of Health Services	

Management Information System Administrator				
Salutation	First	MI	Last	Title
Mr.	Joe		Ralston	Info. Systems
Address	500 S. Virgil Ave, Suite 200, Los Angeles, CA 90020			
Phone	213-639-2225	Fax	213-380-4142	E-Mail Address jralston@hcwdp.org

Management Information System Alternate				
Salutation	First	MI	Last	Title
Mr.	Brian		Christopherson	Info. Systems
Address	500 S. Virgil Ave, Suite 200, Los Angeles, CA 90020			
Phone	213-639-2238	Fax	213-380-4142	E-Mail Address bchristopherson@hcwdp.org

Fiscal Administrator				
Salutation	First	MI	Last	Title
Mrs.	Zenaida		Ancheta	Accountant
Address	500 S. Virgil Ave, Suite 200, Los Angeles, CA 90020			
Phone	213-639-2255	Fax	213-380-4142	E-Mail Address zancheta@dhs.lacounty.gov or zancheta@hcwdp.org

Fiscal Administrator Alternate				
Salutation	First	MI	Last	Title
Mrs	Boryana		Rolfe	Accountant
Address	500 S. Virgil Ave, Suite 200, Los Angeles, CA 90020			
Phone	213-639-2231	Fax	213-380-4142	E-Mail Address brolfe@hcwdp.org

LWIA Only:				
Rapid Response Coordinator				
Salutation	First	MI	Last	Title
	Not Applicable			
Address				
Phone		Fax		E-Mail Address